CONTRACT BETWEEN
LEVY COUNTY
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY
DEPARTMENT OF PUBLIC SAFETY

THIS CONTRACT is made and entered into this 20th day of August, 2013, by and between Levy County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and The University of Florida Board of Trustees, for the benefit of the Department of Emergency Medicine, College of Medicine, University of Florida, a public body corporate organized under Florida Law, hereinafter referred to as "University":

WITNESSETH:

WHEREAS, County provides fire protection services and operates the county-wide emergency medical services system that provides advanced life support services; and

WHEREAS, pursuant to Chapter 401, Florida Statutes. and Chapter 64J-1, Florida Administrative Code, as the provider of an advanced life support service, County is required to employ or contract with a medical director who meets the requirements of Chapter 401, Florida Statutes, and the Florida Administrative Code; and

WHEREAS, County coordinates all ground pre-hospital emergency medical services in Levy County, Florida; and

WHEREAS, the parties hereto desire to enter into this agreement to provide the required medical director services for County; and

WHEREAS, the parties hereto also desire coordinate the emergency medical services provided by Levy County Department of Public Safety ("DPS") and any certified agency approved as set forth herein, by contracting for System Medical Director (as that term is hereinafter defined) services; and

WHEREAS, University desires to provide the services through an appropriately qualified and experienced physician who is a Florida licensed physician Board Certified in Emergency Medicine to provide services as the System Medical Director to County and to any certified agency approved by County and County's System Medical Director to provide emergency medical services; and

WHEREAS, County desires to utilize the talents and background of the physician provided by University as the System Medical Director in supervising the pre-hospital emergency care provided to the citizens of and visitors to Levy County, Florida; and

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WHEREAS, University, pursuant to Regulation 9.017 of the Board of Governors, State University System of Florida, and in furtherance of its education, training, and service responsibilities, authorizes its professional faculty and staff, as an integral part of their academic activities and their employment as faculty and staff, to provide health, medical, and dental care and treatment to patients, including patients at independent hospitals, other institutions, and various other clinical sites; the College of Medicine is authorized, pursuant to said Regulation 9.017, to develop and maintain a faculty practice plan for the orderly collection and distribution of fees and income generated from such faculty practice activities; the College of Medicine has established and maintains such a faculty practice plan, known as the "College of Medicine Faculty Practice Plan"; and

WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, University's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens. The provision of University's administrative emergency medical services system director services within the scope of the arrangement described hereunder operates to further these important goals, by providing to University an emergency medical services setting for University administrative services, from which University physicians and students will benefit through the experience gained and the knowledge obtained from the provision of such University services, and from which enhanced opportunities are likely to develop for the educational, research and services programs of the University, including but not limited to the Emergency Medical Services Fellowship program.

WHEREAS, County has determined it to be in the best interests of the residents of and visitors to Levy County to contract with University for the purpose of providing direction to the DPS; and

WHEREAS, University desires to provide professional services according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and Contracts set forth herein, County and University agree as follows:

1. **Term**. This Contract shall become effective on August 20, 2013, and shall run through August 19, 2015, and shall be renewable thereafter at the option of County and with the agreement of University for two (2) additional two (2)-year periods.

2. **Incorporation of Documents**. The following documents are incorporated into this Contract as if the same were set out at length herein: 1) The Request for Proposal for Medical Director services issued by County (herein "RFP"); 2) RFP documents, including any Addenda; and 3) the Proposal submitted by University. In the event of any conflict between any of the documents constituting this Contract, the documents shall be given priority in the following order: 1) This Contract; 2) Any Addenda; 3) The RFP; 4) The Proposal submitted by University.

3. Compensation.

3.1 University shall be paid at a rate of Twenty-nine Thousand Dollars ($29,000.00) annually to provide the System Medical Direction services provided herein. University shall invoice County the sum of Seven Thousand Two Hundred Fifty Dollars ($7,250.00) on or about the last working day of each quarterly period for services provided in the just-concluded quarter. Payments shall be made by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by University.

3.2 University shall assume and pay for all costs and expenses incurred in the performance of University's duties under this Contract.

3.3 Invoices received from University shall be reviewed and approved by the DPS Director ("Director") or his designee, indicating that services have been rendered in conformity with the Contract, and then, if satisfactory, will be sent to the County Clerk's Finance Department for payment.

3.4 In order for both parties to close their books and records, University must clearly state "FINAL INVOICE" on University's final and last billing to County. This certifies that all services have been properly performed and all charges and costs have been invoiced to County.

3.5 Nothing in this Contract prohibits University from billing any third party for medical services rendered outside the scope of this Contract that may arise during or after the term of this Contract. It is understood and agreed by University and County that System Medical Director Services to be provided by University pursuant to this Contract are administrative, supervisory and educational in nature as described in section 401.265, Florida Administrative Code and Chapter 64J-1, Florida Administrative Code. During the term of this Contract, University, through the University-employed physician(s), may also provide professional clinical services to patients which are separate and distinct from the System Medical Director Services and, thus, are outside the scope of this Contract. Accordingly, University shall be solely and separately responsible for the provision of, and the billing and collection for, any professional fees for clinical services provided by University-employed physician(s) to patients. All such fees accrue solely to University.

3.6 Consistent with their missions, the parties acknowledge and agree that the compensation set forth herein represents the fair market value of the services provided by University to County, negotiated in an arms-length transaction and has not been determined in a manner which takes into account the volume or value of any referrals or business that otherwise may be generated between County and University. The parties further agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. Nothing contained in this Agreement shall be construed in any manner as an obligation or inducement for University or County to refer patients, if any, to the other, or any organizations affiliated with either party. The parties enter into this Contract with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local law.

4. **Purpose**. The purpose of this Contract is to assure compliance of County in medical direction of DPS and DPS personnel in accordance with the provisions of Chapter 401, F.S. and FAC Chapter 64J-1.004.

5. **Duties and Responsibilities of University**.

5.1 System Medical Director. University shall provide services required by this Contract through an assigned University-employed physician having substantial expertise and experience in the field of emergency medicine and demonstrated experience in pre-hospital care, and who is Board Certified in Emergency Medicine with strong preference for Fellowship in Emergency Medical Services and holds an ACLS certificate of completion to assume the designated role of System Medical Director ("System Medical Director" or "Medical Director"). University shall direct the assigned System Medical Director to provide System Medical Director Services as required by Chapter 401, Florida Statutes (1992) and Chapter 64E-2, Florida Administrative Code, as either of the same may be amended, to DPS and any certified agency approved by County and the System Medical Director to provide emergency medical services.

5.1.1. University Physicians. The parties agree that University shall provide services and perform its duties as required by this Contract, though its University-employed faculty physician(s), including the assigned System Medical Director, and any other assigned University-employed physician (including Fellows), as employees/agents of University (collectively, "Medical Director"). The County and University agree to consult for the purposes of identifying a qualified physician acceptable to County to serve as System Medical Director. As mutually agreed upon by the parties, the University may assign additional physician(s) to assist the System Medical Director in the provision of services specified herein.

5.1.2 University Emergency Medical Services Fellowship. University, through the direction of its Emergency Medical Services Fellowship Director and the assigned System Medical Director, will assign Emergency Medical Services Fellows (University-employed, residency trained and fully qualified emergency physicians) to various tasks and to perform certain duties associated with medical direction of County's emergency response and emergency medical services system in keeping with the Fellowship training program of the University.

5.1.3 Supervision and Control. The University Physician(s) assigned to serve as Medical Director will be employees of University, for whom University shall be solely responsible. The activities of University Physicians shall be under the exclusive supervision, direction, and control of University. University shall be solely responsible for ensuring the proper execution and completion of University's duties pursuant to this Contract.

5.1.4 University shall be responsible to County in performance of University's and System Medical Director's duties and responsibilities and shall report, as appropriate, to the DPS Director, and/or his/her designee.

5.1.5 The parties acknowledge that County has a separate and distinct agreement with another service provider to provide services to County as an associate medical director for County's emergency medical services and such associate medical director shall provide services focused

on quality assurance (Section 5.10). As System Medical Director, University has oversight over all emergency medical services under County. University agrees to coordinate services with the associate medical director and assure consistency with overall expectations of University pursuant to this Contract. To the extent necessary, County agrees to assist University in facilitating such coordination so that University may fulfill its obligations pursuant to this Contract.

5.1.6 During any period of temporary absence or unavailability of the assigned System Medical Director, University may designate another similarly qualified University Physician to serve as Acting Medical Director. In the event the assigned System Medical Director is absent on a long term basis or is otherwise unable to fulfill the System Medical Director duties on behalf of the University, then University shall assign another University Physician to serve as the System Medical Director in accordance with section 5.1 and subsection 5.1.1.above.

5.2 Medical Director shall adhere to the responsibilities as set forth in Chapter 401, Florida Statutes, and Florida Administrative Code Rule 64J-1.004; the applicable rules of any government agency implementing said chapter; any duties upon written notice from the Florida Department of Health that such additional duties are required of Medical Director; and the duties outlined in the RFP. Such duties include supervising and accepting responsibility for the medical performance of all certified/licensed response personnel functioning within the scope of their official duties while on duty with DPS, including, but not limited to, members of any volunteer or municipal fire department under contract with County for fire rescue services (DPS personnel). While these duties will typically occur within the geographical borders of County, they will include duties performed during mutual aid and deployments during disaster situations to requesting entities outside those geographical borders and while transporting patients to out of county medical facilities.

5.3 Medical Director shall be knowledgeable with the standards set by National Fire Protection Association, and in particular, Standard1582: Standard on Comprehensive Occupational Medical Program for Fire Departments, as the same may be amended.

5.4 Standards of Care. Medical Director shall establish and maintain standards of care for DPS personnel emergency medical service ("EMS") providers.

5.4.1 Medical Director shall gather agency input in the review and development of standards of care on an annual basis, and establish and revise agency performance standards as necessary.

5.4.2 Medical Director shall develop pre-hospital practice parameters for DPS personnel of all levels. The parameters shall be developed with consideration to budgetary and staffing limitations and the fiscal impact on County, DPS and the citizens of Levy County.

5.5 **Patient Advocate.** Medical Director shall be a patient advocate in the fire rescue system, and shall ensure that all aspects of the EMS systems are developed to place the needs of the patient first.

5.6 **Protocols and Standing Orders.**

5.6.1 Medical Director shall develop, revise, implement, and maintain basic and advanced life support protocols and standing orders under which DPS personnel will function under medical control.

5.6.2 Medical Director shall develop protocols and standing orders to ensure that they meet nationally accepted standards of practice for use by all system providers, which permit specified ALS, BLS, and first responder procedures when communication cannot be established with a supervising physician, or when any delay in patient care would threaten the life or health of the patient. These standards include, but are not limited to, Advanced Cardiac Life Support (ACLS), Basic Trauma Life Support (BTLS) (n/k/a International Trauma Life Support (ITLS)), and Pediatric Advanced Life Support (PALS). In addition to medical treatment, protocols shall address determination of patient destination.

5.6.3 DPS shall publish and distribute, at its own cost, all protocols and standing orders. The protocols and standing orders shall be published in a form consistent with agency Standard Operating Procedures. Copies of the protocols and standing orders will be maintained on all DPS vehicles, and will be distributed to certified/licensed DPS personnel. Personnel copies may be provided electronically. DPS shall obtain and retain a receipt from each DPS personnel member verifying receipt of the protocols and any changes. These receipts may be electronic, and shall state clearly that each person is individually accountable and obligated to follow all rules, regulations and protocols. All protocols and standing orders shall become public domain upon implementation.

5.6.4 Medical Director shall develop, review, and revise, when necessary, Trauma Transport Protocols (TTP) for submission to the Florida Department of Health, Bureau of Emergency Medical Services for approval in accordance with Rule 64J-2, Florida Administrative Code.

5.6.5 Medical Director shall conduct an on-going review of all protocols and standing orders as may be necessary to ensure reliable service delivery, appropriate patient care, and the maintenance of the current standard of care. This shall include, at a minimum, a comprehensive annual review and written approval of all protocols and standing orders. While conducting the annual review, Medical Director shall take into consideration the results of quality assurance reviews, review of current medical literature, and input from DPS personnel. Changes shall be developed with consideration to budgetary limitations and the fiscal impact on County, DPS and the citizens of Levy County. The annual review shall be completed and all proposed changes forwarded to the Director prior to the end of each Fiscal Year.

5.6.6 Medical Director shall ensure that appropriate training for new protocols and standing orders is conducted prior to implementation; shall ensure compliance with protocols and standing orders by all DPS personnel; and ensure that additional training is conducted for any identified needs.

5.7 **Availability.** Medical Director (or his/her previously-approved designee) shall be available twenty-four (24) hours a day, seven (7) days a week for medical direction to DPS personnel in order to resolve problems, system conflicts, and provide services in an emergency as that term is defined in Section 252.34(3), Florida Statutes.

5.8 **Trauma Scorecard Methodologies.** Medical Director shall ensure that all certified/licensed DPS personnel are trained in the use of the trauma scorecard methodologies, as

provided in Chapter 64J-2.004, FAC, for adult trauma patients and 64J-2.005, FAC, for pediatric trauma patients.

5.9 **Oversight of Medical Qualifications and Proficiency of DPS Personnel.**

5.9.1 Medical Director shall ensure initial and continued medical qualifications and proficiency of DPS personnel.

5.9.2 Medical Director shall establish and periodically update the minimum personnel training standards and certification requirements for all DPS personnel who provide emergency medical care. Such standards shall include the requirements for orientation and initial training, continuing medical education, standards for professional conduct and evaluation standards and procedures.

5.9.3 Medical Director shall ensure that all field personnel meet the initial requirements and continuously comply with established standards to attain and maintain approval to operate within the DPS system.

5.9.4 Medical Director shall establish procedures for issuance, renewal, suspension, and revocation of practice privileges for DPS personnel in concert with the Director, to include a process for remediation. The procedures shall contain due process provisions and all such provisions shall be approved, in advance, by the Director.

5.9.5 Medical Director shall provide for direct observation of field level providers while performing their duties that meets or exceeds Section 401.265, F.S., and FAC Rule 64J-1.004.

5.10 **Quality Assurance**

5.10.1 Medical Director shall develop, implement, and maintain an effective patient care quality assurance system to assess the medical performance of all certified/licensed DPS personnel.

5.10.2 Medical Director shall develop, implement, and supervise a formal patient care quality assurance system in accordance with Section 401.265(2), Florida Statutes, and Florida Administrative Code Rule 64J-1.004, to include the formation and supervision of a quality assurance committee.

5.10.2.1 The purpose and tone of the quality assurance review process shall be positive and educational; however, Medical Director may, at any time and without limitation, conduct a quality assurance review investigation or audit to ensure that DPS personnel comply with the protocols and standards of care.

5.10.2.2 The method and extent of the investigation employed during any given quality assurance review shall be determined by Medical Director in consultation with the Director. As a result of said investigation, Medical Director may require remedial training of DPS personnel and/or revocation of practice privileges. Remedial training may be conducted by Medical Director, DPS personnel, or other personnel at Medical Director's discretion.

5.10.3 Medical Director or designee may also conduct special audits in response to observations or customer feedback provided by patients, family members, caregivers, bystanders, crew members, physicians and hospital personnel.

5.10.4 Medical Director may also develop procedures for routine auditing of EMS system performance and adherence to protocols on individual EMS incidents and overall EMS system compliance.

5.10.5 Medical Director shall review, in conjunction with DPS Battalion Captains or their designees, patient care reports on an ongoing basis; review all protocol deviations trauma alerts, STEMI alerts, stroke alerts and initiate or recommend corrective action. Medical Director shall review at least 60 patient care reports per month.

5.10.6 Medical Director shall periodically visit and communicate with the hospital emergency departments to exchange information and review the quality of care provided by the DPS personnel.

5.10.7 Medical Director shall participate in field activity and system monitoring to include the following:

5.10.7.1 Ride along and observe field activity. Ride along shall involve observation and evaluation of field level providers, and participation as a crew member/observer on a rescue, for a minimum of eight (8) hours per month. Over the course of the year, ride time shall also be distributed equally among the various shift and stations with a minimum of two (2) station visits per month.

5.10.7.2 System monitoring shall include visiting six (6) EMS and 13 fire stations to discuss issues with DPS personnel.

5.10.8 Medical Director shall document in a quarterly status report to the Director, evidence of the following required activities:

5.10.8.1 Field observation of DPS personnel; and

5.10.8.2 Visitations and interactions with DPS personnel, hospital emergency department staff, and other medical and public safety personnel for quality assurance and education activities.

5.11 **Educational Programs.**

5.11.1 Medical Director shall participate in educational programs at all levels, to include all certified/licensed DPS personnel.

5.11.2 Medical Director shall present minimum of (12) hours a year of continuing medical education related to pre-hospital care or teaching or a combination of both.

5.11.3 Medical Director shall actively participate in the development and presentation of EMS continuing education programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the fire rescue system.

5.11.3.1 Education should be geared to reach the specific needs of the audience. As some providers are volunteers, consideration shall be given to scheduling some training on nights or weekends.

5.11.3.2 Course content should include system-specific issues and items resulting from audit and review.

5.11.4 Where Medical Director is not the presenter, and training services are conducted by other County personnel and/or are subcontracted to an outside provider, Medical Director will ensure the quality of the Continuing Medical Education (CME) training provided to EMS personnel by:

5.11.4.1 Reviewing and approving all curriculum and courses for continuing education units (CEU's) prior to DPS personnel being trained;

glucometer; the administration of aspirin; the administration of oral glucose; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; insertion of non-medicates I.V.s; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s, all by an EMT.

5.15.2 Medical Director shall ensure that all EMTs are trained to perform the foregoing procedures; shall establish and/or maintain written protocols for performance of these procedures; and shall provide written evidence to the Florida Department of Health documenting compliance with provisions of these administrative rules.

5.16 **Disaster Assistance and Planning.**

5.16.1 Medical Director shall be available for consultation and/or response during a disaster situation occurring in or near Levy County.

5.16.2 Medical Director shall function as a liaison between field EMS operations, hospitals and public health agencies during disaster situations.

5.16.3 Medical Director shall provide specific information to assist in the mitigation of the EMS aspects during a disaster situation.

5.16.4 Medical Director shall cooperate in planning, updating, and following applicable sections of the Levy County Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill and emergency management drills.

5.17 **Controlled Substances, Medical Equipment and Supplies.**

5.17.1 In accordance with Chapter 401. F.S. and FAC Rule 64J-1.004(4)(c), Medical Director shall possess proof of current registration as a medical director with the U.S. Department of Justice, DEA, to provide controlled substances to an EMS provider. The DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with DPS, which shall maintain the copies and make them readily available for inspection. DPS will forward all renewal documents as received from DEA to Medical Director in order to ensure continuous registration and will reimburse Medical Director for the cost of such registration. Copies of physician license and registrations must be provided to DPS.

5.17.2 Medical Director shall formulate and ensure adherence to detailed written procedures to cover the purchase, storage, use, and accountability for medications, fluids, and controlled substances used by DPS personnel, in accordance with Chapters 499 and 893, F.S., and FAC Rule 64J-1.021.

5.17.3 Medical Director shall ensure and certify that security procedures of all DPS providers for medications, fluids and controlled substances are in accordance with Chapters 499 and 893, F.S., and FAC Rule 64J-1.021.

5.17.4 Medical Director shall establish a list of mandatory equipment, medications and medical supplies that must be on board transport and non-transport vehicles to respond to EMS incidents.

5.17.5 Medical Director shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the DPS system and excellence in patient care.

5.11.4.2 Monitoring and auditing at least one (1) class session of every CME course held; and

5.11.4.3 Evaluating the educational effectiveness of instruction, courses and programs in consultation with the CME contractor.

5.11.5 Medical Director shall maintain necessary and appropriate instructor certifications and participate as Medical Director for educational programs sponsored by DPS such as ACLS, PALS, BTLS/ITLS, and similar programs.

5.11.6 Upon proof of completion, Medical Director shall sign documents to show that certificate holders have completed a minimum of 30 hours of biannual recertification training, as set forth in s. 401.2715, F.S.

5.12 **Agency Liaison.**

5.12.1 Medical Director shall participate in interagency discussions about specific issues or problems as necessary.

5.12.2 Medical Director shall notify agencies of any pertinent concerns of other agencies as appropriate.

5.12.3 Medical Director shall develop and maintain liaisons with the local medical community: hospitals, emergency departments, mental health agencies, physicians, providers, ambulance services, and other agencies impacting DPS.

5.12.4 Medical Director shall assist in resolution of problems involving the delivery of pre-hospital care and other services in accordance with FAC Rule 64J-1.004.

5.12.5 Medical Director shall interact with and educate local government officials on an as needed basis.

5.12.6 Medical Director shall participate in the Florida EMS Medical Director's Association or a statewide physician's group involved in pre-hospital care,

5.12.7 Medical Director shall be an active member of at least one national emergency medicine constituency group such as the National Association of EMS Physicians, the American College of Emergency Physicians, or similar organization.

5.12.8 Medical Director shall interact with County, regional, state and federal authorities, regulators and legislators to ensure standards, needs, and requirements are met, and resource utilization is optimized.

5.12.9 Medical Director shall participate in grant application process for system funding, expansion, and research.

5.13 **Stress Management Programs.** Medical Director shall participate in stress management programs for providers within the system, as needed.

5.14 **Community Access to Healthcare Initiatives.** Medical Director shall coordinate community access to healthcare initiatives such as public access to automatic external defibrillators.

5.15 **EMT Oversight.**

5.15.1 In accordance with FAC Rules 64J-1.004 (g) and (h), Medical Director shall assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a

5.17.5.1 In conducting the review, Medical Director shall take into consideration the results of quality assurance reviews, review of medical literature, input from interested physicians, and DPS personnel.

5.17.5.2 Medical Director shall complete the comprehensive review of all DPS EMS system medical supplies and equipment and present the proposed changes to the Director for approval prior to the end of each Fiscal Year.

5.17.6 Medical Director shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the DPS EMS system:

5.17.6.1 Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available system data;

5.17.6.2 All protocols related to the medical equipment or supplies have been changed and evaluated to ensure consistency and accuracy; and

5.17.6.3 Protocols, supporting documents and implementation instructions are distributed to DPS personnel prior to training or implementation, and training has been completed, if necessary prior to implementation.

5.18 **Infectious Disease Control Policy.**

5.18.1 Medical Director shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of DPS personnel to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

5.18.2 Medical Director shall be available, in conjunction with the DPS Infection Control Officer for consultation from field personnel to determine the significance of any body fluid exposure and suggest appropriate action for such an exposure in accordance with County's existing Workers' Compensation policies and procedures.

5.19 This Contract is a personal services contract based on the qualifications of the University and Medical Director, and the services required hereunder shall be performed by University, through Medical Director or under his/her supervision. Any additional personnel necessary for the fulfillment of the services required under this Contract shall be secured at University's sole expense and such personnel shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services. In keeping with University's tripartite mission, this shall specifically include services of University Physician Fellows.

5.20 Professional Judgment. County acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the University Physician exercises professional judgment in the provision of the Medical Director Services on behalf of University.

6. **Insurance/Limits of Liability**. Insurance shall be provided and maintained by the Medical Director as provided in the RFP as such provision was modified by University's Response to the RFP. Indemnification, hold harmless, and defense obligations of the Medical Director shall be as provided in the RFP as such provision was modified by University's Response to the RFP. For clarity and reference, Insurance and Limits of Liability provisions

are set forth on Attachment A, appended to this Contract and made a part hereof. Further, each party to this Contract agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by the County, The University of Florida Board of Trustees, the University of Florida and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.

7. **Termination**.

7.1 Early termination may occur as follows:

A. This Contract may be terminated by University, with or without cause, upon not less than ninety (90) days written notice delivered to County.

B. County may terminate this Contract in whole or in part and without cause, upon not less than ninety (90) days written notice, delivered to University.

C. Either party may terminate this Contract immediately in the event that the other party fails to fulfill any of the terms, understandings or covenants of this Contract; provided, however, the non-breaching party has given the breaching party thirty (30) days' prior written notice of such failure affording the breaching party the opportunity cure any claimed breach and such party fails to cure within the 30 day period.

7.2 At such time as this Contract is terminated, whether at the natural ending date or at an earlier time, University shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to County.

D. Continue and complete all parts of that work that have not been terminated, if any.

E. Upon termination of this Contract neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly or by implication made to extend beyond the term of this Contract..

8. **Payments**. Payments shall be made by County pursuant to the Florida Local Government Prompt Payment Act after the completion of the rendered services and proper invoicing by University. Payment for University services as set forth herein shall be made to University, through University's billing entity, as follows: Florida Clinical Practice Association, Inc., P.O. Box 100186, Gainesville, FL 32610-0186. University shall assure that funds received pursuant

to this Contract will be deposited in such a way so as to reimburse the sources which made the original expenditures.

9. **Contingency**. County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners. In the event that an annual appropriation is not granted by the Board of County Commissioners, then University shall have the option to terminate this Contract effective with the last date covered by the prior appropriation granted to the County.

10. **Section Headings** Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provision of this Contract.

11. **Ownership of Documents**. Any documents created by University during the term of this Contract belong to University and University grants to County a non-exclusive license to use and disseminate such documents which may be reproduced and copied without further acknowledgement or permission of University.

12. **Successors and Assigns**. University shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of County. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

13. **No Third Party Beneficiaries**. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

14. **Records**. University shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles. Upon ten (10) business days' written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Contract for the purpose of conducting a complete independent fiscal audit. University shall retain all records required to be kept under this Contract for a minimum of five years, and for at least four years after the termination of this Contract. Storage of medical records required by Federal or State statute in excess of the times stated herein and subsequent to the termination of this Contract shall be revisited by the parties at such time as any transition period is established to accommodate the termination of this Contract. University shall keep such records as are necessary to document the provision of services under this Contract and expenses as incurred, and give access to these records at the request of County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of University to maintain appropriate records to insure a proper accounting of all collections and remittances. University shall be responsible for repayment of any and all audit exceptions that are properly identified by the Auditor General for the State of Florida, the Clerk of Court for Levy County, the Board of County Commissioners for Levy County, or their agents or representatives.

15. **Governing Law, Venue, Interpretation, Costs, and Fees**. This Contract shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. This Contract is not subject to arbitration.

16. **Severability**. If any term, covenant, condition or provision of this Contract (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Contract, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Contract would prevent the accomplishment of the original intent of this Contract. County and University agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17. **Authority**. Each party represents and warrants to the other that the execution, delivery and performance of this Contract have been duly authorized by all necessary County and corporate action, as required by law.

18. **Cooperation**. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Contract, County and University agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Contract or provision of the services under this Contract. County and University specifically agree that no party to this Contract shall be required to enter into any arbitration proceedings related to this Contract.

19. **Nondiscrimination**. University and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action on the part of any party, effective the date of the court order. University and County agree to comply with all Federal and F.S., and all local ordinances, as applicable, relating to nondiscrimination.

20. **No Solicitation/Payment**. University and County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. .

21. **Public Access**. University and County shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by

University and County in connection with this Contract; and either party shall have the right to unilaterally cancel this Contract upon violation of this provision by the other party.

22. **Non-Waiver of Immunity**. Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of University and County in this Contract and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by University or County be required to contain any provision for waiver.

23. **No Personal Liability**. No covenant or Contract contained herein shall be deemed to be a covenant or Contract of any member, officer, agent or employee of County in his or her individual capacity, and no member, officer, agent or employee of County shall be liable personally on this Contract or be subject to any personal liability or accountability by reason of the execution of this Contract. No covenant or Contract contained herein shall be deemed to be a covenant or Contract of any member, officer, agent or employee of County or University in his or her individual capacity, and no member, officer, agent or employee of County or University shall be liable personally on this Contract or be subject to any personal liability or accountability by reason of the execution of this Contract.

24. **Execution of Counterparts**. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Contract by signing any such counterpart. Counterparts may be exchanged via facsimile or electronic delivery.

25. **Amendments and Assignments**. No amendment or assignment of this Contract shall be valid without the prior written consent from County and/or University, as the case may be.

26. **Independent Contractor.** The parties intend that with regard to the provisions of this Contract, the parties are and shall remain independent contractors and neither party shall receive any benefit except as set forth in this Contract. Further, at all times and for all purposes hereunder, University is an independent contractor and not an employee of the Board of County Commissioners of Levy County. No statement contained in this Contract shall be construed as to find University or any of its employees, contractors, servants or agents as the employees of the Board of County Commissioners of Levy County, and they shall be entitled to none of the rights, privileges or benefits of employees of Levy County. Nothing herein shall be construed to create a joint venture, partnership or agency between the parties.

27. **Compliance with Law**. In carrying out its obligations under this Contract, both parties shall abide by all statutes, ordinances, laws, rules and regulations pertaining to or regulating the provisions of this Contract, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, laws, rules or regulations shall constitute a material breach of this Contract and shall entitle the non-breaching party to terminate this Contract immediately upon delivery of written notice of termination to the other party.

28. **Licensing and Permits**. University shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, county or municipal.

29. **Legality of Transaction.** At any time during the term of this Contract any party may notify the other party to this Contract that such party is of the view that the then current legal environment affecting the System Medical Director Services provided pursuant to this Contract has changed, such that the continued operations under the Contract is no longer in the best interests of the parties. Thereafter, the parties shall promptly terminate the Contract or modify it so that it complies with all legal and regulatory requirements.

30. **Notice.** All notices by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by nationally recognized expedited delivery (for which evidence of receipt is required). Notice shall be deemed as given on the day of receipt of the notice or communication, as indicated on the signed and dated receipt or acknowledgment, or on the date of hand delivery, addressed to the representatives of University and of County as follows:

If to University:	Dean, College of Medicine c/o Sr. Associate Dean of Financial Services College of Medicine, University of Florida P.O. Box 103450 Gainesville, FL 32610-3450
with copy to:	Joseph A. Tyndall, M.D., Chair, Department of Emergency Medicine College of Medicine, University of Florida c/o Kenneth A. Marx, Associate Director P.O. Box 100186 Gainesville, Florida, 32610-0186.
If to County:	Director, Department of Public Safety P.O. Box 448 Bronson, FL 32621
with copy to:	County Coordinator P.O. Box 310 Bronson, FL 32621

In the event that representatives change after execution of this Contract, notice of the name of the new representative shall be furnished in writing to the other party and a copy of such notification shall be attached to the Contract. Such notification in writing shall not require further amendment.

31. **Force Majeure.** Neither party shall be liable or be deemed in breach of this Contract for any failure or delay or performance that results, directly or indirectly, from acts of God, civil or

military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

32. **Proprietary Information.** Neither party shall use the name of the other or any confusingly similar adaptation thereof, or any trade-name, personal name, trademark, trade device, service mark, symbol, image, icon, logo, or any abbreviation, contraction or simulation thereof owned by the other, or likeness of the other party or its staff, in any publicity, news release, written advertising or promotional literature, ("Proprietary Information") without obtaining prior written consent of the other party in each case. Any permitted usage will cease immediately upon termination of this Contract. All requests for use of University's Proprietary Material must be presented to the Chief Communications Officer and Associate Vice President for Health Affairs, University of Florida Academic Health Center Office of News and Publication, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 273-5810, fax (352) 392-9220.

33. **Protected Health Information**: As may be applicable, the parties shall instruct their employees to hold as confidential any protected health information ("PHI") acquired as a result of this Contract. Any and all use or disclosure of patient information must be made in accordance with Sections 817.5681, 394.4615, 395.3025 and 456.057, Florida Statutes, as applicable, and in accordance with any other applicable state and federal law, including the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any and all implementing regulations. During the term of this Contract, except as otherwise required by state and/or federal law, each party agrees (1) to maintain all PHI in a secure and confidential fashion, (2) to ensure that its directors, officers, employees and agents will maintain all PHI in a secure and confidential fashion, and (3) not to disclose such information to any third party, except as set forth herein.

34. **Entirety of Agreement**. This Contract sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Contract may not be amended, altered, or modified except by mutual written agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has caused this Contract to be executed by its duly authorized representative.

(SEAL)

ATTEST: Clerk of the Circuit Court of Levy County and Ex Officio Clerk to the Board

Danny Shipp, Clerk

BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FL

Ryan Bell, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney

Name and Address of Respondent:

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

9/10/13

Michael L. Good, M.D. Date
Dean, College of Medicine
University of Florida

UNIVERSITY INTERNAL ACKNOWLEDGING SIGNATURES TO AGREEMENT BETWEEN LEVY COUNTY, AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY

ACKNOWLEDGED:

By: _____ 9/3/13
J. Adrian Tyndall, M.D. Date
Chair, Department of Emergency Medicine
College of Medicine
University of Florida

By: _____ _____
Marvin A. Dewar, M.D., J.D. Date
Chief Medical Officer
Senior Associate Dean and CEO
Faculty Group Practice
College of Medicine
University of Florida

By: _____ Digitally signed by Deborah W. Vincent, Director Date: 2013.09.03 11:06:52 -04'00'
David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF Health

DWV #25220

UNIVERSITY INTERNAL ACKNOWLEDGING SIGNATURES TO AGREEMENT BETWEEN LEVY COUNTY, AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY

ACKNOWLEDGED:

By: _____ _____
J. Adrian Tyndall, M.D. Date
Chair, Department of Emergency Medicine
College of Medicine
University of Florida

By: Laura A. Stavrinos for Marvin Dewar 9/3/13
Marvin A. Dewar, M.D., J.D. Date
Chief Medical Officer
Senior Associate Dean and CEO
Faculty Group Practice
College of Medicine
University of Florida

By: Deborah W. Vincent, Jr. Digitally signed by Deborah W. Vincent, Director Date: 2013.09.03 11:06:52 -04'00'
David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF Health

DWV #25220

ATTACHMENT A

Section 6. Insurance/Indemnification

6.1. Certificate of Insurance and Insurance Requirements

The University of Florida ("UF") is part of the State University System of Florida and is administered by The University of Florida Board of Trustees, a public body corporate. As an instrumentality of the State of Florida, the University has only such authority as granted to it by statute, and is subject to all restrictions placed upon such entities by the laws and the Constitution of the State of Florida. The University can, therefore, take only such actions specifically authorized by law, and it cannot under Florida law waive any right or power granted to it by the Florida Statutes and Constitution of the State of Florida.

Further, UF is subject to the sovereign immunity of the State of Florida and is self-insured through the State Risk Management Trust Fund or otherwise for Professional Liability Insurance, General Liability insurance, Vehicle insurance, any Workers' Compensation insurance, and Employer Liability insurance. UF is not required to name Levy County as an additional insured. Certificates of Insurance are included in the UF Response/Proposal and are incorporated herein by reference. The limits of such insurance coverage are set forth in the Certificates and are subject to Chapter 768.28 F.S.

6.2. Limits of Liability

To the extent that the State of Florida, on behalf of the Board of Governors and the University of Florida Board of Trustees (UFBOT), has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UFBOT is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Additionally, as may be applicable, UFBOT is also self-insured through the State of Florida Risk Management Trust Fund created under Chapter 284.30 F.S. Personnel and agents of UFBOT are not individually subject to actions arising from their state functions. Levy County acknowledges and agrees that UF Employees (including System Medical Director and other University Physicians) engaged in providing University services pursuant to this Contract are providing services in connection with such state functions. Any damages allocated against the UFBOT as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the UFBOT in professional liability actions. The sole remedy available to a claimant to collect damages allocated to UFBOT is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

Subject to the provisions of the preceding paragraph, The University of Florida Board of Trustees assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University of Florida Board of Trustees and the officers, employees, servants, and agents thereof while acting in the scope of their employment. The University of Florida Board of Trustees represents that it is self-funded for liability insurance with such protection being applicable to the University of Florida Board of Trustees' officers, employees, servants and agents while acting within the scope of their employment. The University of Florida Board of Trustees and Levy County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party; (2) the consent of the University of Florida Board of Trustees, the Board of Governors, the State of Florida, and their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of the University of Florida Board of Trustees, the Board of Governors, the State of Florida, or County and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes. Nothing in the Agreement shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties or to be a waiver of immunity under any law or constitution.

FIRST AMENDMENT TO THE CONTRACT
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY
DEPARTMENT OF PUBLIC SAFETY

THIS CONTRACT ("Contract"), effective as of August 20, 2013, by and between **LEVY COUNTY** and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** ("University"), **FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA,** is amended by the aforementioned parties by this First Amendment to the Contract ("First Amendment"), to be effective as of the date of last signature below ("First Amendment Effective Date").

RECITALS

WHEREAS, Levy County and University entered into a Contract for Medical Director Services with an effective date of August 20, 2013;

WHEREAS, Levy County and University entered into its First Extension, effective September 22, 2015 which extended the term of the Contract until August 19, 2017;

WHEREAS, Levy County and University entered into its Second Extension, effective July 18, 2017 which extended the term of the Contract until August 19, 2019;

Now, therefore, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

A. The foregoing recitals are true and correct and are hereby incorporated into this First Amendment by this reference.

B. The term of the Contract shall be extended by an additional 90 days commencing on August 20, 2019 and shall have an expiration date of November 19, 2019.

C. Other than as set forth in this FIRST AMENDMENT, all terms and conditions of the Contract as amended, shall remain in full force and effect, and are ratified by the parties, and this FIRST AMENDMENT shall be deemed a part of the Contract. In the event of a conflict between the terms of the Contract and this FIRST AMENDMENT, the terms of the FIRST AMENDMENT shall control.

IN WITNESS THEREOF, the parties hereto have caused this **FIRST AMENDMENT** to be executed in several counterparts, each of which shall be deemed an original, as of the **FIRST AMENDMENT** Effective Date.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

8/20/19

John Meeks Date
Chairman
Levy County Board of County Commissioners

APPROVED AS TO FORM AND LEGAL SUFFICIENCY Anne Bast Brown
Anne Bast Brown, County Attorney

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

Joseph A. Tyndall, M.D., MPH, Date
FACEP, FAAEM
Interim Dean, College of Medicine

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FIRST AMENDMENT TO THE CONTRACT
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY
DEPARTMENT OF PUBLIC SAFETY

THIS CONTRACT ("Contract"), effective as of August 20, 2013, by and between **LEVY COUNTY** and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** ("University"), **FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA,** is amended by the aforementioned parties by this First Amendment to the Contract ("First Amendment"), to be effective as of the date of last signature below ("First Amendment Effective Date").

RECITALS

WHEREAS, Levy County and University entered into a Contract for Medical Director Services with an effective date of August 20, 2013;

WHEREAS, Levy County and University entered into its First Extension, effective September 22, 2015 which extended the term of the Contract until August 19, 2017;

WHEREAS, Levy County and University entered into its Second Extension, effective July 18, 2017 which extended the term of the Contract until August 19, 2019;

Now, therefore, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

A. The foregoing recitals are true and correct and are hereby incorporated into this First Amendment by this reference.

B. The term of the Contract shall be extended by an additional 90 days commencing on August 20, 2019 and shall have an expiration date of November 19, 2019.

C. Other than as set forth in this FIRST AMENDMENT, all terms and conditions of the Contract as amended, shall remain in full force and effect, and are ratified by the parties, and this FIRST AMENDMENT shall be deemed a part of the Contract. In the event of a conflict between the terms of the Contract and this FIRST AMENDMENT, the terms of the FIRST AMENDMENT shall control.

IN WITNESS THEREOF, the parties hereto have caused this **FIRST AMENDMENT** to be executed in several counterparts, each of which shall be deemed an original, as of the **FIRST AMENDMENT** Effective Date.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

8/20/19
John Meeks Date
Chairman
Levy County Board of County Commissioners

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

8/22/2019 | 11:03 AM EDT
For Joseph A. Tyndall, M.D., MPH, FACEP, FAAEM Date
Interim Dean, College of Medicine

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Anne Bast Brown, County Attorney

#614394 ALD

SECOND AMENDMENT TO THE CONTRACT
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY
DEPARTMENT OF SAFETY

THIS CONTRACT ("Contract"), effective as of August 20, 2013, by and between **LEVY COUNTY** and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTES** ("University"), **FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA**, is amended by the aforementioned parties by this Second Amendment to the Contract ("Second Amendment"), to be effective as of the date of last signature below ("Second Amendment Effective Date").

RECITALS

Whereas, Levy County and University entered into a Contract for Medical Director Services with an effective date of August 20, 2013;

Whereas, Levy County and University entered into its First Extension, effective September 22, 2015, which extended the term of the Contract until August 19, 2017;

Whereas, Levy County and University entered into its Second Extension, effective July 18, 2017, which extended the term of the Contract until August 19, 2019;

Whereas, Levy County and University entered into its First Amendment to the Contract, effective August 22, 2019, which extended the term of the Contract an additional 90 days with an expiration date of November 19, 2019.

Now, therefore, in consideration of the mutual covenants set forth in this Second Amendment, the parties agree as follows:

A. The foregoing recitals are true and correct and are hereby incorporated into this Second Amendment by this reference.

B. The term of this Contract shall be extended by an additional three (3) years commencing on November 20, 2019 and shall have an expiration date of November 19, 2022.

C. The parties agree that section **5. Duties and Responsibilities of University** of this Contract is amended and shall hereinafter provide that University's services under this Contract will extend to municipal departments providing ALS services to County pursuant to agreements between such municipal department(s) and County, with an appropriate adjustment to compensation. The parties will mutually agree to such additional compensation by an amendment to this Contract.

D. Other than as set forth in this SECOND AMENDMENT, all terms and conditions of the Contract as amended, shall remain in full force and effect, and are ratified by the parties, and this SECOND AMENDMENT shall be deemed a part of the Contract. In the event of a conflict between the terms of the Contract and this SECOND AMENDMENT, the terms of the SECOND AMENDMENT shall control.

IN WITNESS WHEREOF, the parties hereto have caused this **SECOND AMENDMENT** to be executed in several counterparts, each of which shall be deemed an original, as of the **SECOND AMENDMENT** Effective Date.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

11/19/19

John Meeks Date
Chairman
Levy County Board of County Commissioners

ATTEST: Clerk of the Circuit Court and Ex Officio Clerk to the Board of County Commissioners

Danny J. Shipp, Clerk

APPROVED AS TO FORM:

Anne Bast Brown, County Attorney

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

For Dr. Joseph A. Tyndall, M.D., MPH, FACEP, FAAEM Date
Interim Dean, College of Medicine

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THIRD AMENDMENT TO THE CONTRACT BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY DEPARTMENT OF SAFETY

THIS THIRD AMENDMENT, by and between **LEVY COUNTY, a political subdivision of the State of Florida** ("County") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA ("University")**, is made effective as of the date of last signature below ("Third Amendment Effective Date").

RECITALS

Whereas, County and University entered into a Contract for Medical Director Services with an effective date of August 20, 2013 (the "Contract");

Whereas, the Contract has been amended and extended by subsequent letter of First Extension effective September 22, 2015; letter of Second Extension effective July 18, 2017; First Amendment, effective August 22, 2019; and Second Amendment effective December 2, 2019 and with an expiration date of November 19, 2022;

Whereas, the parties desire to further extend the Contract and, pursuant to Sec. 2-195(12) of the Levy County Code, Services of the County Medical Director are exempt from competitive procurement procedures but do require approval of the Board of County Commissioners if the Contract is in excess of $20,000;

Now, therefore, in consideration of the mutual covenants set forth in this Third Amendment, the parties agree as follows:

A. The term of the Contract is extended for an additional two (2) years and shall have an expiration date of November 19, 2024.

B. Section 3.1 of the Contract is deleted and replaced with the following:

Effective October 1, 2022, County will make payment to University at a rate of Forty-Nine Thousand Dollars ($49,000.00) annually for the Medical Director Services provided herein. University shall invoice County the sum of Twelve Thousand Two Hundred Fifty Dollars ($12,250.00) on or about the last working day of each quarterly period for services provided in the just-completed quarter. Beginning on October 1, 2023, and on each October 1 thereafter, if the Contract remains in effect, the annual amount stated in this section will increase by Three Percent (3%), with a corresponding increase in quarterly payments. Payments shall be made by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by University.

C. Other than as set forth in this THIRD AMENDMENT, all terms and conditions of the Contract as previously amended, remain in full force and effect, and are ratified by the parties, and this THIRD AMENDMENT is deemed a part of the Contract. In the event of a conflict between the terms of the Contract and this THIRD AMENDMENT, the terms of the THIRD AMENDMENT shall control.

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IN WITNESS WHEREOF, the parties hereto have caused this **THIRD AMENDMENT** to be executed in several counterparts, each of which is deemed an original, as of the **THIRD AMENDMENT** Effective Date.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

Russell Meeks Jr. John M. Meeks Date
Chairman V Chairman

ATTEST: Clerk of the Circuit Court and Ex Officio Clerk to the Board of County Commissioners

For Clerk Jordan, Deputy Clerk
Danny J. Shipp, Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Nicolle M. Shalley, County Attorney

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

Marvin Dewar, MD, JD 8/22/2022 | 12:32 PM EDT
For Colleen Koch, M.D., Date
Dean, College of Medicine

Docusign Envelope ID: B5CC419D-45E9-4459-AE69-19812077BBF7

FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY

THIS FOURTH AMENDMENT, by and between **LEVY COUNTY, a political subdivision of the State of Florida ("County")** and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTES, FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA ("University")**, is made effective as of the date of last signature below ("Fourth Amendment Effective Date").

RECITALS

Whereas, County and University entered into a Contract for Medical Director Services with an effective date of August 20, 2013 (the "Contract");

Whereas, the Contract has been amended and extended by subsequent letter of First Extension effective September 22, 2015; letter of Second Extension effective July 18, 2017; First Amendment, effective August 22, 2019; Second Amendment effective December 2, 2019; and Third Amendment effective August 22, 2022 and with an expiration date of November 19, 2024;

Whereas, the parties desire to further extend the Contract;

Now, therefore, in consideration of the mutual covenants set forth in this Fourth Amendment, the parties agree as follows:

A. The term of this Contract is extended by an additional two (2) years commencing on November 20, 2024 and shall have an expiration date of November 19, 2026.

B. Other than as set forth in this FOURTH AMENDMENT, all terms and conditions of the Contract as amended, shall remain in full force and effect, and are ratified by the parties, and this FOURTH AMENDMENT shall be deemed a part of the Contract. In the event of a conflict between the terms of the Contract and this FOURTH AMENDMENT, the terms of the FOURTH AMENDMENT shall control.

[Signature page to follow]

Docusign Envelope ID: B5CC419D-45E9-4459-AE69-19812077BBF7

IN WITNESS WHEREOF, the parties hereto have caused this FOURTH AMENDMENT to be executed in several counterparts, each of which shall be deemed an original, as of the FOURTH AMENDMENT Effective Date.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

Desiree Mills 11-5-24
Desiree Mills Date
Chair
Levy County Board of County Commissioners

ATTEST: Clerk of the Circuit Court and Ex Officio Clerk to the Board of County Commissioners

Danny J. Shipp
Danny J. Shipp, Clerk

APPROVED AS TO FORM:

Nicolle M Shalley
Nicolle M. Shalley, County Attorney

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

Marvin Dewar, MD, JD 12/10/2024 | 9:12 AM EST
Marvin A. Dewar, M.D., J.D. Date
Senior Associate Dean
College of Medicine
University of Florida